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## COMMITTEE ACTION SHEET

150  
w/25

COUNCIL DOCKET OF

June 25, 2007☐ Supplemental ☒ Adoption ☐ Consent ☐ Unanimous Consent Rules Committee Consultant Review

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O -

Legislative Representation and Consulting Services to the City of San Diego for the State of California

☒ Reviewed ☐ Initiated By Rules On 3/07/07 Item No. 2

## RECOMMENDATION TO:

Approve the recommendation that Sloat Higgins Jensen &amp; Associates/Marston+Marston be selected as the City's Sacramento lobbyist, with direction that contract terms be provided prior to City Council consideration.

VOTED YEA: Peters, Young, Maienschein, Frye, Madaffer

VOTED NAY:

NOT PRESENT:

CITY CLERK: Please reference the following reports on the City Council Docket:

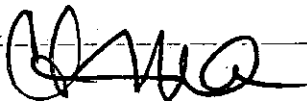
REPORT TO THE CITY COUNCIL NO. 07-050

COUNCIL COMMITTEE CONSULTANT ANALYSIS NO.

OTHER:

Intergovernmental Relations Department's March 7, 2007, PowerPoint

COUNCIL COMMITTEE CONSULTANT



000003



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: March 1, 2007 REPORT NO: 07-050  
ATTENTION: Rules, Open Government and Intergovernmental Relations Committee  
Agenda of March 7, 2007  
SUBJECT: Lobbying Services contract for state representation in Sacramento, CA  
REFERENCE:

REQUESTED ACTION:

Authorize the Mayor to negotiate and execute an Agreement with Sloat Higgins Jensen & Associates/Marston+Marston, Incorporated for state lobbying services for calendar years 2007 and 2008.

STAFF RECOMMENDATION:

Authorize the Mayor to negotiate and execute an Agreement with Sloat Higgins Jensen & Associates/ Marston+Marston, Incorporated.

SUMMARY:

For more than 40 years, the City has contracted with government relations firms to ensure that the City maintains effective advocacy before the legislative and executive branches of the state government. These advocates, working through the Community and Legislative Services Division, advocate City adopted policies regarding: state funding opportunities; state Legislative goals; and state Regulatory goals.

The principal responsibility of the lobbying contractor shall be achieving state funding and determined legislative and regulatory outcomes on behalf of the City.

In collaboration with the Mayor, City Council and other appropriate city departments, the lobbying contractor shall assist in implementing a detailed work plan with specified deliverables in the following areas:

1. Implementation of the 2006 State Infrastructure Bonds
2. Housing, Redevelopment & Economic Development;
3. Municipal Revenues & Operations;
4. Neighborhood Services;
5. Public Works & Transportation;
6. Public Safety; and
7. Border Infrastructure and Development.

In fulfillment of the work plans, the lobbying contractor is required to provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with the Governor's office and the Legislature and staff persons, State agencies and boards, commissions and legislative bodies.
2. Researching and providing written and oral information to the City on matters which include, but are not limited to:
  - a. existing and proposed state laws and regulations that affect City interests;
  - b. reports on, and testimony from, legislative hearings;
  - c. the development and progress of state issues affecting specified City interests;
  - d. State agency and department regulations, guidelines, directives, and other instruments of administrative policy;
  - e. grants and other funding opportunities for proposed City projects;
  - f. technical reports and memoranda affecting City operations and fiscal conditions;
  - g. arranging meetings for City elected officials and personnel with legislative members and staff;
  - h. coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City.

#### DISCUSSION:

Last fall, the City's Purchasing and Contracting Department released Proposal Number 8601-07-T-RFP which sought responses to the request for Legislative Representation and Consulting Services for Sacramento, CA. In response to this request, two full service lobbying firms responded: Sloat Higgins Jensen & Associates/Marston+Marston, Incorporated (Sloat Higgins); and Smith Watts & Company.

Consistent with existing City policies, a technical evaluation committee (TEC) was established and completed a comprehensive review of the technical proposals and the price proposals submitted in response to the solicitation.

Members of the evaluation committee included:

- Brent Eidson, Mayor's Office of Intergovernmental Relations – Chair
- Council Member Ben Hueso, 8th District
- Job Nelson, Associate Director, Mayor's Office of Intergovernmental Relations
- Richard Haas, Deputy Chief Operating Officer for Public Works
- Penni Takade, Deputy Director, Office of the Independent Budget Analyst

The technical evaluation was completed first without the price proposals. In accordance with the solicitation, technical merit was given greater weight than price. The technical criteria used by the TEC were:

1. Qualifications, Experience and Rapport
2. Executive/Management Summary and Specifications
3. Past Performance as indicated by references

Using the above criteria the TEC ranked each of the proposers. The joint venture of Sloat Higgins was the only firm to rank exceptional in all three areas and was the unanimous

recommendation of the review committee. A summary of the TEC's evaluation of the joint venture is below:

**Qualifications:**

Familiarity with the City of San Diego and municipal governments; comprehensive understanding of the City's goals, structure, and needs; strong lead representation; strong history of successes for clients (legislative and budgetary) across a variety of municipal issues (transportation; municipal revenues; environmental services; housing; public safety; water; etc.); assist developing policy positions; established relationships with outside organizations (League of California Cities); strong relationship w/State Delegation and the Administration.

**Executive/Management Summary and Specifications:**

Provides local component to contract (Marston+Marston, Inc.); very thorough and detailed on management style and approach; good grasp of potential future issues of importance to the City; strong ideas for City strategy on future issues; detailed approach to advocacy; communication and approach is as though the contractors are an extension of the City's Intergovernmental Relations Department.

**Past Performance as indicated by references:**

Well connected with the legislature and the administration; successful in passing legislation and gaining both direct funding and creating grant opportunities for their clients; provide broad range of services and routinely performs above and beyond the contract requirements; willing to work on anything asked of them; primary representation remains consistent; provides good advice on achievable goals.

**Past Performance for the City of San Diego:**

To date, Sloat Higgins has provided the City with sound past performance in both direct funding opportunities<sup>1</sup> and legislative priorities. Over the term of their contract, the City's lobbyists have been successful in assisting the City in achieving funding including, but not limited to the following projects:

- Booking fee reimbursement (\$5,222,000 annually)<sup>2</sup>
- I-15 Parks (Normal Heights, Teralta, Park de la Cruz (\$1,000,000)
- Water for Industry Pilot Program (\$1,750,000)
- Chollas Creek Projects (\$1,250,000)
- Expansion of the City's Curbside Recycling Program (\$6,840,000)
- North Chollas Park (\$2,000,000)
- Pt. Loma Fire Station #22 (\$750,000)
- Mission Trails Regional Park Equestrian Center (\$1,550,000)
- Otay River Valley Parkway (\$1,000,000)

In addition to the funding successes, Sloat Higgins provided excellent past performance for the City in advocating for specific policy issues before the Legislature and the Governor. Some of these successes include:

<sup>1</sup> Direct funding for City projects occurred primarily during the period of time in which the State Budget was operating with a significant surplus.

<sup>2</sup> The booking fee reimbursement program was abolished in FY 2004-2005 but reinstated in FY 2005 - 2006

- Four legislative proposals allowing the "6 to 6" program to operate.
- Booking Fee Reimbursement Program (ensured San Diego's eligibility)
- Redefining "point of sale" for Jet Fuel allowing San Diego to collect sales tax on the fuel
- Net metering – increased the net metering cap for San Diego Gas & Electric service territory
- Clean up of historic burn sites
- Increased penalties for illegal street racing
- Immunity for Good Samaritans utilizing Automated External Defibrillators

To that end, Sloat Higgins employs a strong team of consultants with expertise in all important policy areas. While the firm proposes to dedicate a day-to-day manager for the City's account, the firm has also committed, at no additional costs, to bring whatever additional resources they have to bear on any issue the City may deem as a priority.

Dating back to the original Agreement with Sloat Higgins enacted in 1999, the firm has provided services to the City for a flat fee retainer of \$12,500 per month. The proponents have submitted a price proposal that is an increase over the previously contracted amount and will be a significant part of the negotiations should the Council approve the action requested in this report.

#### FUTURE ACTIONS

After the initial two (2) year contract period, the City reserves the option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

#### FISCAL CONSIDERATIONS:

Anticipated contract costs are budgeted in the current fiscal year (FY 2007) through June 30, 2007 per City Council action on September 12, 2006.

Future contract costs will be proposed in the FY 2008 Community & Legislative Services Budget; Department 220, Organization Number 5000, Account 4888.

#### PREVIOUS COUNCIL and/or COMMITTEE ACTION:

On September 12, 2006 the City Council adopted an amendment to the Annual Appropriations Ordinance authorizing the transfer of funds from the unappropriated reserves to fund the City's lobbying contracts.

On November 24, 1998 the City Council voted to award the Joint Venture between Sloat, Higgins and Associates and the Flannery Group the contract as the City of San Diego's legislative representative in Sacramento.

On October 30, 2000 the City Council authorized the Director of the Intergovernmental Relations Department and the City Manager to execute a Personal Services Agreement for Legislative Representation and Consulting Services with Joint Venture of Sloat, Higgins, Jensen

and Associates, and Marston+Marston, Inc., for a period of twenty-four (24) months, commencing on November 1, 2000, with a one-year review by the City Council.

On March 23, 2003 the City Council authorized the City Manager to enter contract negotiations with the partnership of Sloat-Higgins/Marston & Marston/Platinum Advisors, for the purpose of general state representation on behalf of the City of San Diego.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

KEY STAKEHOLDERS AND PROJECTED IMPACTS: None

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J. Brent Eidson  
Originating Department

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Kris Michell  
Deputy Chief/Chief Operating Officer

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RULES FEB 07 2007 #2

THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: February 1, 2007 REPORT NO: 07-034  
ATTENTION: Rules, Open Government and Intergovernmental Relations Committee  
Agenda of February 7, 2007  
SUBJECT: Lobbying Services contract for federal representation in Washington,  
D.C.  
REFERENCE:

REQUESTED ACTION:

Authorize the Mayor to negotiate and execute an Agreement with Patton Boggs LLP for federal lobbying services for calendar years 2007 and 2008.

STAFF RECOMMENDATION:

Adopt the proposed recommendation for federal lobbying services and authorize the Mayor to negotiate and execute an Agreement with Patton Boggs LLP.

SUMMARY:

For more than 40 years, the City has contracted with government relations firms to ensure that the City maintains effective advocacy before the legislative and executive branches of the Federal government. These advocates, working through the Community and Legislative Services Division, advocate City adopted policy regarding: federal funding opportunities; federal Legislative goals; and federal Regulatory goals.

The principal responsibility of the lobbying contractor shall be achieving federal funding and determined legislative and regulatory outcomes on behalf of the City.

In cooperation with the Mayor, City Council and other appropriate city departments, the lobbying contractor shall assist in implementing a detailed work plan with specified deliverables in the following areas:

1. Housing, Redevelopment & Economic Development;
2. Municipal Revenues & Operations;
3. Neighborhood Services;
4. Public Works & Transportation;
5. Homeland Security; and
6. Border Infrastructure and Development.

In fulfillment of the work plans, the lobbying contractor is required to provide services and advice including, but not be limited to the following:

1. Representing the City in interacting with White House and Congressional representation and staff persons, Federal agencies and boards, commissions and legislative bodies.
2. Researching and providing written and oral information to the City on matters which include, but are not limited to:
  - a. existing and proposed federal laws and regulations that affect City interests;
  - b. reports on, and testimony from, legislative hearings;
  - c. the development and progress of federal issues affecting specified City interests;
  - d. Federal agency and department regulations, guidelines, directives, and other instruments of administrative policy;
  - e. grants and other funding opportunities for proposed City projects;
  - f. technical reports and memoranda affecting City operations and fiscal conditions;
  - g. arranging meetings for City elected officials and personnel with congressional members and staff;
  - h. coordinating with the City's Grants Administrator and grant writers in the appropriate city departments to identify grant funding opportunities and develop strategies to maximize the receipt of grant funds for the City.

#### DISCUSSION:

Last fall, the City's Purchasing and Contracting Department released Proposal Number 8468-07-T-RFP which sought responses to the request for Legislative Representation and Consulting Services for Washington, DC. In response to this request, three full service lobbying firms responded: Patton Boggs LLP (the City's incumbent provider); Carpi & Clay Government Relations; and Van Scoyoc Associates, Incorporated.

Consistent with existing City policies, a technical evaluation committee (TEC) was established and completed a comprehensive review of the technical proposals and the price proposals submitted in response to the solicitation. The technical evaluation was completed first without the price proposals. In accordance with the solicitation, technical merit was given greater weight than price. The technical criteria used by the TEC were:

1. Qualifications, Experience and Rapport
2. Executive/Management Summary and Specifications
3. Past Performance as indicated by references

Using the above criteria the TEC ranked each of the proposers. The firm of Patton Boggs LLP was the only firm to rank exceptional in all three areas. A summary of the TEC's evaluation of Patton Boggs LLP is below:

#### **Qualifications:**

Depth of firm; bipartisan make-up of firm; constant communication with clients; assist developing policy positions; strong municipal government experience; established relationships with outside organizations (U.S. Conference of Mayors; National League of Cities); strong relationship w/Congressional Delegation; bringing federal representatives to the local jurisdiction to improve likelihood of advancing proposals; significant examples of appropriation successes for clients.

CITY CLERKS OFFICE  
SAN DIEGO, CA

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**Executive/Management Summary and Specifications:**

Patton Boggs LLP presented the following attributes: Top firm in Washington<sup>1</sup>; large municipal government practice; top rated lobbyists (by peers and federal officials) – two in the top 10<sup>2</sup>; staff is experienced and connected in a variety of issue areas; detailed approach to advocacy; communication and approach is as though the contractors are an extension of the City's Intergovernmental Relations Department.

**Past Performance as indicated by references:**

Provides all federal representation; lobbying support for elected officials; primary representation remains consistent; very hard workers; "hungry" to be the best and will do anything to succeed for their clients; appropriations, legislative and administrative successes; provides good advice on achievable goals.

**Past Performance for the City of San Diego:**

To date, Patton Boggs LLP has provided the City with sound past performance. Over the term of their contract, the City's lobbyists have been instrumental in securing over \$4.5 million in federal appropriations successes including:

- Park Boulevard / Harbor Drive Pedestrian Bridge -- \$2.8 million;
- San Ysidro Pilot Village Traffic Circle -- \$300,000;
- City Heights Hope Village Housing -- \$150,000;
- San Diego Family Justice Center -- \$150,000;
- Crisis Intervention Team -- \$550,000;
- San Diego Mobile Law Enforcement Technology -- \$100,000;
- Camp Hope -- \$50,000.

Unfortunately the last Congress did not finalize the majority of the appropriations bills and instead passed a long-term continuing resolution which funded the majority of the federal government at existing levels and placed a moratorium on all earmarks. Patton Boggs LLP had been successful in moving \$2.3 million in City projects into contention for federal funding:

- Point Loma Ocean Monitoring Program -- \$1 million
- Adult Special Populations Contracted Training Program -- \$250,000
- Imperial Avenue Corridor Master Plan -- \$300,000
- City Heights Affordable Housing Projects -- \$150,000
- Public Safety Technology Initiative -- \$650,000 requested<sup>3</sup>

In addition to the funding successes, Patton Boggs LLP has been influential in a number of policy decisions that have material impact on the City. Since the inception of the Homeland Security Funding grant programs, the City's lobbyist have been instrumental in moving away from formula based distribution of grants to the risk-based distribution. They have fast become one of the most knowledgeable and respected firms on municipal issues related to Homeland Security funding and policy<sup>4</sup>.

<sup>1</sup> Rankings compiled by several lobbying industry publications.

<sup>2</sup> *The Hill* – A non-partisan, non-ideological weekly newspaper covering Congress and its members.

<sup>3</sup> This project received a "soft earmark" in the House bill meaning the project was included for funding, but a funding level had not been determined.

<sup>4</sup> *Influence – The Business of Lobbying*: News publication of the lobbying industry.

Furthermore, Patton Boggs LLP has strongly advocated for the appropriation of federal funds to support wastewater and water infrastructure through programs that the City derives benefit from, such as the Clean Water and Drinking Water State Revolving Loan Program (SRF), Bureau of Reclamation Title 16 and challenge grant programs.

Additionally, the firm is a full service legal and lobbying firm, however the contractual arrangement will be strictly for lobbying services, not for outside legal counsel. To that end, Patton Boggs LLP employs a strong team of consultants with expertise in all important policy areas. While the firm proposes to dedicate a day-to-day manager for the City's account, the firm has also committed, at no additional costs, to bring whatever additional resources they have to bear on any issue the City may deem as a priority.

Finally, the firm has expressed a willingness to work with the City mindful of the current budget environment. Consistent with the previous contract, Patton Boggs LLP is proposing to operate under a retainer of \$15,000.00 per month.

#### FUTURE ACTIONS

After the initial two (2) year contract period, the City reserves the option to renew the contract up to three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of contract. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days of the expiration of the contract period. Either the City or the Contractor may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

#### FISCAL CONSIDERATIONS:

Anticipated contract costs are budgeted in the current fiscal year (FY 2007) through June 30, 2007 per City Council action on September 12, 2006.

Future contract costs will be proposed in the FY 2008 Community & Legislative Services Budget; Department 220, Organization Number 5000, Account 4888.

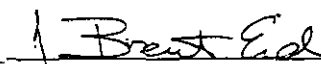
#### PREVIOUS COUNCIL and/or COMMITTEE ACTION:

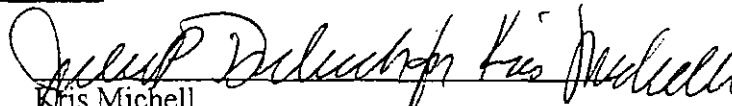
On September 12, 2006 the City Council adopted an amendment to the Annual Appropriations Ordinance authorizing the transfer of funds from the unappropriated reserves to fund the City's lobbying contracts.

June 10, 2003, the City Council authorized the Governmental Relations Department to contract with Patton Boggs LLP.

#### COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS: None

#### KEY STAKEHOLDERS AND PROJECTED IMPACTS: None

  
J. Brent Eidson  
Originating Department

  
Kris Michell  
Deputy Chief/Chief Operating Officer



City of San Diego



# Report to the Council Committee on Rules, Open Government and Intergovernmental Relations

Proposed Federal Legislative  
Representation and Consulting  
Services

February 7, 2007

000013

RULES FEB 07 2007 #2



## Background

- The City has historically contracted for lobbying services in Washington DC
- Last RFP was issued in 2002
  - Patton Boggs LLP awarded contract
  - \$15,000 monthly retainer
- Council approved contract extension in September 2006 for 2006 calendar year
  - Conditional approval included requirement that the City issue a new RFP





## Background

- Lobbying firm responsible for:
  - Achieving federal funding, legislative priorities and regulatory outcomes
- Provide services including:
  - Developing a detailed work plan with deliverables
  - Representing the City before the White House, Members of Congress, federal agencies, etc.
  - Research and advice on proposed federal actions (legislative, administrative and regulatory)



## Background

- Responses to the RFP were due October 19, 2006
- Technical Evaluation Committee (TEC) was established pursuant to Purchasing and Contracting Department guidelines





## Background

- Members of the TEC included
  - Brent Eldson, Mayor's Office of Intergovernmental Relations – Chair
  - Council Member Ben Hueso, 8<sup>th</sup> District
  - Jill Olen, Deputy Chief Operating Officer for Public Safety
  - Richard Haas, Deputy Chief Operating Officer for Public Works
  - Penni Takade, Deputy Director, Office of the Independent Budget Analyst



## Discussion

- The City received responses from three highly qualified lobbying firms based in Washington DC
  - Carpi & Clay Government Relations
  - Patton Boggs, LLP
  - Van Scoyoc Associates, Inc
- Technical evaluations of the proposals were conducted without the price proposals





## Discussion

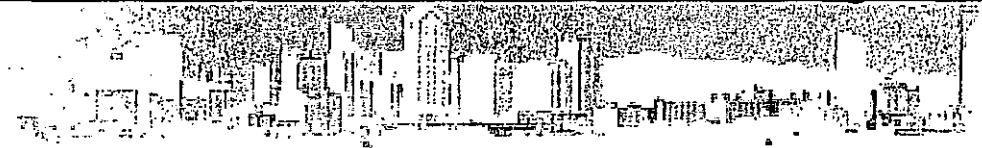
- The criteria used were
  - Qualifications, Experience and Rapport
  - Executive/Management Summary and Specifications
  - Past Performance as indicated by references
- Patton Boggs, LLP was the only firm to rank exceptional in all three areas



## Qualifications

- Depth of firm
- Bipartisan staff
- Solid municipal government practice
- Strong relationship with Congressional delegation
- Established relationships with outside organizations (US Conference of Mayors, National League of Cities, etc.)
- Appropriation successes for clients





## Executive/Management Specifications

- Top Firm in Washington
- Large municipal government practice
- Two top rated lobbyists in the top 10 — both are lead for City's contract
- Well connected staff in variety of issue areas
- Detailed approach to advocacy



## Past Performance - References

- Lobbying support for elected officials
- Primary representation remains consistent
- "Hungry" to be the best
- Appropriations, Legislative and Administration successes
- Provides good advice on achievable goals





## Past Performance – City of San Diego

- Appropriations Successes
  - Over \$4.5 million in federal appropriations
- Policy/Legislative Successes
  - Moving from formula based funding for homeland security to risk based
  - Heavily involved in the strategy and advocacy efforts which resulted in the region being eligible again for the UASI grant program
  - Advocated for increased funding for SRF, Bureau of Reclamation and Challenge Grant programs



## Additional Information

- Although a full service legal and lobbying firm, the contract shall be strictly limited to lobbying
- Firm proposed to dedicate a day-to-day manager but also commits, at no additional cost, to bring whatever resources they have to bear on any issue the City may deem a priority
- Consistent with previous contract, the firm proposes a \$15,000 monthly retainer





## Recommendation

- Approve the Technical Evaluation Committee's recommendation to enter into an Agreement with Patton Boggs, LLP for federal lobbying representation and consulting services for the term of two years (calendar years 2007 and 2008)
- The Agreement will also provide an option for the City to renew the contract up to three additional one year periods.

000027



THE CITY OF SAN DIEGO  
**REPORT TO THE CITY COUNCIL**

DATE ISSUED: June 20, 2007 REPORT NO.: 07-113

ATTENTION: Council President and City Council  
Docket of June 25, 2007

SUBJECT: Lobbying Services contract for federal representation in Washington, D.C.  
and for state representation in Sacramento, CA.

REFERENCE: Report No. 07-034: Lobbying Services contract for federal representation  
in Washington, D.C.

Report No. 07-050: Lobbying Services contract for state representation in  
Sacramento, CA.

REQUESTED ACTION:

- A. Authorize the Mayor to negotiate and execute an Agreement with Patton Boggs, LLP for federal lobbying representation and to expend funds to cover contract costs.
- B. Authorize the Mayor to negotiate and execute an Agreement with Sloat Higgins Jensen & Associates/Marston+Marston, Incorporated for state lobbying representation and to expend funds to cover contract costs.

STAFF RECOMMENDATION: Approve the requested actions.

SUMMARY:

For more than 40 years, the City has contracted with government relations firms to ensure that the City maintains effective advocacy before the legislative and executive branches of the Federal and State governments. These advocates, working through the Community and Legislative Services Division, Intergovernmental Relations Department, advocate City adopted policy regarding: funding opportunities; Legislative goals; and Regulatory goals.

The principal responsibility of the lobbying contractor shall be achieving funding and determined legislative and regulatory outcomes on behalf of the City.

FISCAL CONSIDERATIONS:

Contract costs are \$348,000.00 annually combined. Patton Boggs, LLP will be compensated \$180,000.00 annually and Sloat Higgins Jensen/Marston+Marston, Incorporated will be compensated \$168,000.00 annually.



Funding for the contract costs have been included in the Mayor's Proposed Fiscal Year 2008 budget. The impact to the General Fund is \$219,600.00 for Department 220; impact to Non-General Fund is \$128,400.00 dispersed among Refuse Disposal Fund (\$10,440.00), Recycling (\$8,400.00), Water (\$34,800.00), Metropolitan Waste Water (\$71,400.00), and Development Services (\$3,360.00). Contract payments will occur via the General Fund with the Non-General Fund providing reimbursement under the cost allocation described above.

During the current fiscal year the Intergovernmental Relations Department conducted a review of the previous allocations by fund and compared those to the actual time spent on lobbying activities by the federal and state lobbying contractors. Based upon the results of that review, the funding allocations from each fund have been reduced to more accurately reflect the amount of time the contract lobbyists spend working on non-general fund priorities.

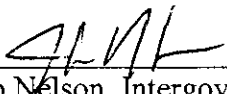
PREVIOUS COUNCIL and/or COMMITTEE ACTION:


The Rules, Open Government and Intergovernmental Relations Committee voted 5-0 on February 7, 2007 to authorize the Mayor to negotiate and execute an Agreement with Patton Boggs, LLP for federal lobbying services.

The Rules, Open Government and Intergovernmental Relations Committee voted 5-0 on March 7, 2007 to authorize the Mayor to negotiate and execute an Agreement with Sloat Higgins Jensen/Marston+Marston, Incorporated for state lobbying services.

COMMUNITY PARTICIPATION AND PUBLIC OUTREACH EFFORTS:

KEY STAKEHOLDERS & PROJECTED IMPACTS (if applicable):

  
 Job Nelson, Intergovernmental Relations  
 Originating Department

  
 Kris Michell  
 Deputy Chief/Chief Operating Officer

**000029**DOCKET SUPPORTING INFORMATION  
CITY OF SAN DIEGO**EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION**

DATE:

150

June 6, 2007

6/25

SUBJECT: Lobbying Representation in Washington, D.C. and Sacramento, CA.

**GENERAL CONTRACT INFORMATION**

Recommended Contractor: Patton Boggs, LLP

Amount of this Action: \$ 180,000.00

Funding Source: City

**GENERAL CONTRACT INFORMATION**

Recommended Contractor: Sloat Higgins Jensen &amp; Associates (and) Marston &amp; Marston

Amount of this Action: \$ 168,000.00

Funding Source: City

**SUBCONTRACTOR PARTICIPATION**

No Subconsultant participation on this action.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

Equal Opportunity: Required

Patton Boggs, LLP, Inc. has submitted a Work Force Report for their Washington, D.C. employees dated May 25, 2007 indicating 1015 employees in the Administrative Work Force.

The Administrative Work Force indicates under representation in the following categories:

Black in Management &amp; Financial, Professional, Technical, and Administrative Support

Hispanic in Management and Financial, and Professional

Asian in Professional

Filipino in Management &amp; Financial, Professional, Technical, and Administrative Support

Although the firm's Work Force has under representations in the Filipino Administrative Support category; the participation level in this overall category exceeds the goals.

EOC Staff is concerned about the under representations in the contractor's workforce and non-participation of certified firms and therefore, has requested an Equal Employment Opportunity Plan and will continue to monitor the firm's effort to implement their plans.

June 6, 2007

SUBJECT: Lobbying Representation in Washington, D.C. and Sacramento, CA.

Sloat Higgins Jensen & Associates has submitted a Work Force Report for their Sacramento, CA employees dated May 30, 2007 indicating 8 employees in the Administrative Work Force.

The firm has fewer than 15 employees and therefore, is exempt from the employment category goals.

**ADDITIONAL COMMENTS**

The *Work Force Analysis* is attached.

RLL

File: Admin WOFO 2000

Date WOFO Submitted: 5/30/2007

Input by: SH

Goals reflect statistical labor force availability for the following: 2000 CLFA  
Sacramento County, CA

City of San Diego/Equal Opportunity Contracting

# **WORK FORCE ANALYSIS REPORT**

FOR

Company: Sloat Higgins Jensen & Assoc.

## **I. TOTAL WORK FORCE:**

	Black		Hispanic		Asian		American Indian		Filipino		White		Other	
	CLFA Goals		CLFA Goals		CLFA Goals		CLFA Goals		CLFA Goals		CLFA Goals		CLFA Goals	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Mgmt & Financial	6.6%	0	1	8.4%	0	0	7.5%	0	0	0	7.5%	0	0	0
Professional	7.6%	0	0	8.8%	0	0	7.9%	0	0	0	7.9%	0	0	0
A&E, Science, Computer	15.4%	0	0	8.1%	0	0	15.9%	0	0	0	15.9%	0	0	0
Technical	7.9%	0	0	9.7%	0	0	12.9%	0	0	0	12.9%	0	0	0
Sales	6.3%	0	0	10.9%	0	0	9.3%	0	0	0	9.3%	0	0	0
Administrative Support	11.0%	0	0	13.5%	0	1	9.1%	0	0	0	9.1%	0	0	0
Services	10.6%	0	0	18.8%	0	0	12.5%	0	0	0	12.5%	0	0	0
Crafts	6.3%	0	0	14.7%	0	0	7.8%	0	0	0	7.8%	0	0	0
Operative Workers	6.9%	0	0	22.4%	0	0	19.9%	0	0	0	19.9%	0	0	0
Transportation	9.2%	0	0	18.2%	0	0	6.4%	0	0	0	6.4%	0	0	0
Laborers	9.1%	0	0	34.3%	0	0	6.1%	0	0	0	6.1%	0	0	0
TOTAL	0	1	0	1	0	0	0	0	0	0	2	4	0	0

## **HOW TO READ TOTAL WORK FORCE SECTION:**

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers

TOTAL

TOTAL EMPLOYEES			Female Goals
ALL	M	F	
6	0	0	45.8%
0	0	0	61.5%
0	0	0	33.0%
0	0	0	54.1%
0	0	0	46.8%
2	0	2	72.9%
0	0	0	61.2%
0	0	0	9.9%
0	0	0	34.4%
0	0	0	13.1%
0	0	0	13.7%
8	2	6	

## **HOW TO READ EMPLOYMENT ANALYSIS SECTION:**

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## **II. EMPLOYMENT ANALYSIS**

This firm has fewer than 15 employees and is, therefore, exempt from the employment category goals.

File: Admin WOFO 2000

Date WOFO Submitted: 6/7/2007  
Input by: SH

Goals reflect statistical labor force availability for the following: 2000 CLFA  
District of Columbia

City of San Diego/Equal Opportunity Contracting  
**WORK FORCE ANALYSIS REPORT**

Company: *Patton Boggs, LLP*

**I. TOTAL WORK FORCE:**

	Black			Hispanic			Asian			American Indian			Filipino			White			Other	
	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F	CLFA Goals	M	F		M	F	M	F
Mgmt & Financial	30.8%	7	2	4.3%	0	0	2.8%	0	2	0.3%	0	0	2.8%	0	0		14	29	0	0
Professional	28.5%	15	6	4.3%	7	3	3.4%	3	5	0.2%	3	0	3.4%	0	0		317	132	1	0
A&E, Science, Computer	27.8%	0	0	4.9%	0	0	5.8%	0	0	0.3%	0	0	5.8%	0	0		0	0	0	0
Technical	63.9%	8	5	4.9%	5	1	3.5%	1	1	0.0%	0	0	3.5%	0	0		9	10	0	0
Sales	52.3%	0	0	5.5%	0	0	2.7%	0	0	0.4%	0	0	2.7%	0	0		0	0	0	0
Administrative Support	64.0%	21	82	4.4%	7	27	2.5%	7	15	0.3%	0	3	2.5%	0	0		38	217	2	2
Services	57.0%	1	0	22.5%	0	0	4.3%	1	0	0.2%	0	0	4.3%	0	0		10	0	0	0
Crafts	77.9%	0	0	11.7%	0	0	1.5%	0	0	0.6%	0	0	1.5%	0	0		0	0	0	0
Operative Workers	78.2%	0	0	10.8%	0	0	1.6%	0	0	0.4%	0	0	1.6%	0	0		0	0	0	0
Transportation	87.1%	0	0	5.5%	0	0	2.1%	0	0	0.1%	0	0	2.1%	0	0		0	0	0	0
Laborers	63.6%	0	0	17.9%	0	0	1.7%	0	0	0.2%	0	0	1.7%	0	0		0	0	0	0
TOTAL		52	95		19	39		12	23		3	3		0	0		376	388	3	2

**HOW TO READ TOTAL WORK FORCE SECTION:**

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of "CLFA Goals" are the County Labor Force Availability goals for each employment and ethnic/gender category.

**Mgmt & Financial  
Professional  
A&E, Science, Computer  
Technical  
Sales  
Administrative Support  
Services  
Crafts  
Operative Workers  
Transportation  
Laborers**

**HOW TO READ EMPLOYMENT ANALYSIS SECTION:**

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 1.00 position.

## II. EMPLOYMENT ANALYSIS

[illegible]

Goals are set by job categories for each protected group. An underrepresentation is indicated by a negative number, but if the DISCREPANCY is less than -1.00 position, a N/A will be displayed to show there is no underrepresentation.

150  
6/25

<b>000035 REQUEST FOR COUNCIL ACTION</b> CITY OF SAN DIEGO		1. CERTIFICATE NUMBER (FOR AUDITOR'S USE ON) <b>AC 2700815</b>	
TO: <b>CITY ATTORNEY</b>		2. FROM (ORIGINATING DEPARTMENT): <b>Intergovernmental Relations</b>	
		3. DATE: <b>5/18/2007</b>	
4. SUBJECT: <b>Lobbying Representation in Washington, D.C. and Sacramento, CA.</b>			
5. PRIMARY CONTACT (NAME, PHONE & MAIL STA.) <b>Job Nelson 236.5980 MS 11A</b>		6. SECONDARY CONTACT (NAME, PHONE & MAIL STA.) <b>J. Brent Eidson 533.3977 MS 11A</b>	
7. CHECK BOX IF REPORT TO COUNCIL IS ATTACHED <input checked="" type="checkbox"/>			
<b>8. COMPLETE FOR ACCOUNTING PURPOSES</b>			
FUND	100		
DEPT.	220		
ORGANIZATION	5000		
OBJECT ACCOUNT	4888		
JOB ORDER	005000		
C.I.P. NUMBER			
AMOUNT	\$348,000.00		
9. ADDITIONAL INFORMATION / ESTIMATED COST: Impact to General Fund: \$219,600 for Dept: 220; impact to Non-General Fund: \$128,400; Dispersed among refuse Disposal Fund (\$10,440), Recycling (\$8,400), Water (\$34,800), MWWD (\$71,400) and DSD (\$3,360). Non-General Fund allocations will be reimbursed to the General Fund.			
<b>10. ROUTING AND APPROVALS</b>			
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	ORIGINATING DEPARTMENT	<i>JNL</i>	5-21-07
2	FINANCIAL MANAGEMENT	<i>Prima Kuroki</i>	5-25-07
3	AUDITOR	<i>Fernanda Figueroa</i>	6/8/07
4	LIAISON OFFICE		
5	<del>PURCHASING AND CONTRACTING</del>		
6	EOCP	<i>Celia Griffin</i>	6/11/07
7			
8	DEPUTY CHIEF	<i>[Signature]</i>	6/13/07
9	COO		
10	CITY ATTORNEY	<i>Catherine Goodley</i>	6/13/07
11	ORIGINATING DEPARTMENT		
DOCKET COORD: <i>[Signature]</i>		COUNCIL LIAISON: <i>[Signature]</i> 6/13/07	
COUNCIL PRESIDENT <input checked="" type="checkbox"/> SPOB <input type="checkbox"/> CONSENT <input type="checkbox"/> ADOPTION <input checked="" type="checkbox"/>		COUNCIL DATE: 6/25/07	
REFER TO: <i>MS</i>			
11. PREPARATION OF: <input checked="" type="checkbox"/> RESOLUTION(S) <input type="checkbox"/> ORDINANCE(S) <input type="checkbox"/> AGREEMENT(S) <input type="checkbox"/> DEED(S)			
Authorizing the Mayor to enter into a contractual agreement with Patton Boggs, LLP for federal lobbying representation for a term of two years commencing July 1, 2007 and authorizing the Mayor to expend funds for contract costs, upon appropriation by the City Council. Authorizing the Mayor to enter into a contractual agreement with Sloat Higgins Jensen & Associates and Marston+Marston, Incorporated for state lobbying representation for a term of two years commencing July 1, 2007 and authorizing the Mayor to expend funds for contract costs, upon appropriation by the City Council.			
11A. STAFF RECOMMENDATIONS: Approve the resolution authorizing the execution of contracts for both federal and state lobbying representation and expenditure of funds, upon appropriation.			
12. SPECIAL CONDITIONS:			
COUNCIL DISTRICT(S):		All	
COMMUNITY AREA(S):		All	
ENVIRONMENTAL IMPACT:		N/A	
HOUSING IMPACT:		N/A	
OTHER ISSUES:			

JUN 11 11 03 AM '07  
CITY ATTORNEY

000037

**The City of San Diego**  
**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

**CERTIFICATE OF UNALLOTTED BALANCE**

AC 2700815

ORIGINATING

DEPT. NO.:

220

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$348,000.00 Fund: 100

Purpose: Authorize the expenditures of funds from the General Fund for the contract costs for both federal and state lobbying representation.

Date: June 8, 2007

By: *Fernanda Figueroa*  
 AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	100	220	5000	4888	5000				\$348,000.00
TOTAL AMOUNT										\$348,000.00

FUND OVERRIDE ☐

**CERTIFICATION OF UNENCUMBERED BALANCE**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \_\_\_\_\_

Vendor: \_\_\_\_\_

Purpose: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

AC-361 (REV 2-92)

FUND OVERRIDE ☐

AC 2700815

000039

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee, is hereby authorized to enter into and execute, for and on behalf of said City, a contractual agreement for federal lobbying representation for a term of two years commencing July 1, 2007, with Patton Boggs, LLP, under the terms and conditions set forth in the agreement on file in the office of the City Clerk as Document No. RR-\_\_\_\_\_.

BE IT RESOLVED, that the expenditure of an amount not to exceed \$180,000 is hereby authorized, solely and exclusively for the purpose of providing funds for the above agreement with Patton Boggs, LLP, contingent upon the City Auditor and Comptroller first furnishing one or more certificates demonstrating that the funds necessary for expenditures are, or will be, on deposit in the City Treasury.

BE IT FUTHER RESOLVED, that the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By Catherine M. Bradley  
Catherine M. Bradley  
Chief Deputy City Attorney

CMB:als  
06/1307  
Aud.Cert: 2700815  
Or.Dept: Intergovernmental Relations  
R-2007-966



I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

(B)

RESOLUTION NUMBER R-\_\_\_\_\_

DATE OF FINAL PASSAGE \_\_\_\_\_

BE IT RESOLVED, by the Council of the City of San Diego, that the Mayor or his designee, is hereby authorized to enter into and execute, for and on behalf of said City, a contractual agreement for state lobbying representation for a term of two years commencing July 1, 2007, with Sloat Higgins Jensen & Associates and Marston+Marston, Incorporated, under the terms and conditions set forth in the agreement on file in the office of the City Clerk as

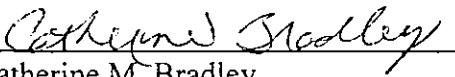
Document No. RR-\_\_\_\_\_.

BE IT RESOLVED, that the expenditure of an amount not to exceed \$168,000 is hereby authorized, solely and exclusively for the purpose of providing funds for the above agreement with Sloat Higgins Jensen & Associates and Marston+Marston, Incorporated, contingent upon the City Auditor and Comptroller first furnishing one or more certificates demonstrating that the funds necessary for expenditures are, or will be, on deposit in the City Treasury.

BE IT FUTHER RESOLVED, that the City Auditor and Comptroller, upon advice from the administering department, is authorized to transfer excess funds, if any, to the appropriate reserves.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By

  
Catherine M. Bradley  
Chief Deputy City Attorney

CMB:als

06/13/07

Aud.Cert: 2700815

Or.Dept: Intergovernmental Relations

R-2007-967

000042

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of \_\_\_\_\_.

ELIZABETH S. MALAND  
City Clerk

By \_\_\_\_\_  
Deputy City Clerk

Approved: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

Vetoed: \_\_\_\_\_  
(date)

\_\_\_\_\_  
JERRY SANDERS, Mayor

AGREEMENT FOR PERSONAL SERVICES  
BETWEEN  
THE CITY OF SAN DIEGO  
AND  
PATTON BOGGS, LLP

THIS AGREEMENT (Agreement) is made by and between the City of San Diego (City), a municipal corporation, and Patton Boggs, LLP (Contractor), a federal governmental advocacy firm.

**RECITALS**

A. The Contractor has proposed to enter into this Agreement with the City for the purpose of providing legislative representation, as more particularly defined in the Agreement.

B. The City may contract for special services and advice in financial, economic, engineering, accounting, administrative or governmental advocacy matters by any person who is competent to perform the special services required.

C. It is necessary and the City desires, in order to protect the interests of the City, its residents, property owners and taxpayers, that the City have legislative representatives who shall appear on behalf of the City before the United States Congress (Congress) and its individual members, the Office of the President of the United States and all agencies of the Executive Branch of the United States.

D. It is further necessary, to protect the above-referenced interests, that the City be continually advised of all legislative, administrative and executive programs and

matters, which may affect the City, prior to and during all sessions of the Congress, for study and policy determination.

E. The City desires to take a proactive role in the development of legislative administrative and executive policies and programs that will project and advance the interests of the City, its residents, property owners and taxpayers, and further desires legislative representation that will proactively advise the City on such policies and programs.

F. The Contractor is ready, willing and able to perform such services as are called for in this Agreement, to further the goals and intentions of the City stated in this Agreement.

**NOW, THEREFORE,** in consideration of the mutual covenants and conditions contained in this Agreement, the Contractors, and the City agree as follows:

1. **Term**

The term of this Agreement shall commence as of July 1, 2007, and shall terminate as of June 30, 2009.

The City reserves the option to renew the contract for three (3) additional one (1) year periods under the terms and conditions herein stated beginning on the anniversary of the commencement of service. The renewal is contingent on a mutual agreement between the City and the Contractor with such agreement to be confirmed within sixty (60) days prior to the expiration of the contract period. Either the City or the Contractor

may decline to confirm the renewal of the contract for any reason whatsoever, which shall render the renewal option null and void.

The City's initial letter offering the contractor an opportunity to renew the contract does not constitute an award of the option period. Any option acceptance must be confirmed by the City, in writing, before it becomes valid.

On July 1, 2009, if another contract has not been entered into between the City and the Contractors, or the City and another legislative representative, the City may extend this Agreement on a month-to-month basis under the same terms and conditions in effect during the term of Agreement, but not to exceed the Mayor's authorized expenditure level.

## **2. Scope of Work**

The Contractor, as an independent contractor and not employees of the City, shall implement and promote the legislative and policy objectives of the City within the policy objectives of the Mayor or his designee.

As consultants and representatives of the City, the Contractor shall:

- (a) Represent the City in connection with all proposed Federal legislative, administrative or executive actions;
- (b) Initiate contact with elected officials to promote legislation in the interests of the City, to oppose legislation adverse to the City's interest, and develop and present oral and written arguments to support the City's promotion of favorable legislation and opposition to adverse legislation:

(c) Develop and recommend strategies to successfully implement the City's legislative sponsorship program, to fulfill the City's broader legislative agenda, and to acquire funding for City projects.

(d) Monitor and advise the City as to legislative, administrative and executive actions that may affect the interests of the City, its residents, property owners and taxpayers.

(e) Monitor, review and analyze all bills and resolutions (including amendments), funding opportunities for proposed City projects (including but not limited to grants) and reports of the Congress or any committee, subcommittee, joint or select subcommittee thereof, or of any member or employee of the Congress acting in an official capacity, to determine if any such bill, resolution, amendment, or report may have a substantive impact or effect upon the City.

(f) Monitor, review and forward to the City relevant regulations and actions of, and funding opportunities for proposed City projects (including but not limited to grants) provided by any Federal board, agency, commission, department, committee, officer or other person authorized to exercise administrative or executive power, to determine if any such regulation, action or funding opportunity may have a substantive impact or effect upon the City.

(g) Submit written reports to the Mayor on present and future legislative, administrative and executive actions or programs that may substantively affect the City, its resident's property, property owners or taxpayers. Unless otherwise specified by the Mayor, said written reports shall be submitted weekly, and may be sent to the Mayor via email. Where necessary to enable the City to timely respond to a given

situation, written reports detailing the situation and the City's options shall be immediately transmitted to the Mayor. All reports, digests, files, and other material prepared by the Contractor in the course of performing their duties under this Agreement shall become the property of the City as soon as made, but shall be distributed by the Mayor to the appropriate City departments, individuals or committee members for review and action.

(h) Representatives of Patton Boggs, LLP shall travel to San Diego at least three times per calendar year, for purposes of briefing the Mayor, members of the City Council, and any other City department representatives, on issues of interest to the City. This requirement may be waived by the Mayor. If the City requires additional travel beyond that required by this paragraph, the City shall either provide the travel or be responsible for the Contractor's reasonable costs of such travel, provided that the Mayor has authorized in advance such additional costs.

(i) At the end of each congressional session and notwithstanding any other provision in this Agreement, the Contractor shall prepare and deliver to the Mayor a comprehensive report on the status of all legislative matters of interest to the City, pending or concluded at the end of the congressional session.

(j) Contractors agree that City materials stamped "Confidential" shall be secured in a confidential location.

### **3. Primary Representation**

(a) The City recognizes that the Contractor are engaged in the legislative representation for other clients in addition to the City, and it's not the City's



intention to unreasonably interfere with the business relationships between the Contractor and their existing clients.

(b) The parties agree that Edward Newberry shall be the legislative manager for the implementation of the Contractor's duties under this Agreement.

(c) Notwithstanding the foregoing, in the performance of all of the functions set forth in the section 2 of this Agreement, the Contractor agrees that on a day-to-day basis, the primary representative of the City, in meetings with the elected officials and their senior staff, senior administrators, and executive branch officials, shall be either Edward Newberry or Marek Gootman. The Contractor will ensure that, except under circumstances expressly described in this Agreement, Mr. Newberry or Mr. Gootman shall personally represent the City in all such hearings, meetings and other day-to-day representative functions.

(d) In the event a conflict in schedule renders Mr. Newberry or Mr. Gootman unavailable to perform the duties set forth in paragraph (c), above, the Contractor may utilize any other staff member to personally represent the City at such hearing, meeting or representative function, but only upon prior consent of the Mayor. The substitute staff shall act in this capacity only for so long as the conflict exists or Mr. Newberry or Mr. Gootman is unavailable.

(e) Nothing in this Agreement prevents the Contractor from utilizing other staff members for support or other administrative functions, other than personal representation, necessary to perform under this contract.

(f) Nothing in this Agreement prevents the Contractor from utilizing any appropriate staff members for any activity associated with the performing under this

contract, including personal representation, where the Mayor has requested such other person to perform the activity or has agreed in advance to the other person performing in that capacity.

(g) Compliance with the terms in this Section is material to the Contractors' performance under this Agreement. Failure to comply with the terms of this Section may, at the option of the Mayor, be declared a breach of this Agreement and constitute grounds for immediate termination of this Agreement.

#### **4. Compensation**

(a) For performance of the services under this Agreement, the Contractor shall be paid the sum of \$15,000 per month, inclusive of any services performed by support staff, and any subcontractor utilized as an agent for the Contractor. Payments shall be made on a monthly basis following a billing by the Contractor. Each payment shall be made in arrears for services rendered.

(b) Payments shall be made payable to Patton Boggs, LLP.

#### **5. Termination**

(a) This Agreement may be terminated by either party upon thirty (30) days' written notice to other party, unless a shorter term is agreed to by the parties.

(b) This Agreement may also be terminated for any breach of a term of the Agreement, all of which are deemed material to the Agreement, in which case the termination shall be effective immediately upon the receipt of written notice of termination.

#### **6. Conflicts of Interest; Representation of other Clients**

(a) The City recognizes and acknowledges that the Contractor presently represent clients other than the City and may, during this Agreement, render services as lobbyists for other organizations, individuals and entities.

(b) The Contractor shall not, during the term of this Agreement, undertake representation of any other non-currently existing organization, individual or entity whose interests are in actual conflict with the interests of the City. The Contractor further agrees that no representative of the firm shall, during the term of this Agreement, represent any client before the City Council on issues deemed by the Mayor to be in conflict with the City's interests.

(c) In the event that, during the term of this Agreement, the Contractor desires to undertake governmental advocacy on behalf of another organization or entity, the Contractor shall give the Mayor written notice of such proposed employment, for the purpose of determining potential conflicts of interests. The notice shall specify the name and address of the organization or entity being represented, and the scope of work to be undertaken on their behalf. All information received by the Mayor shall be treated in confidence, as the Contractor's trade secret, and shall be returned to the Contractor upon making a determination as to the presence or absence of a conflict.

(d) If the Mayor determines that a conflict exists because of the new representation under (c), the Contractor shall not represent the subject organization, individual, or entity with respect to those issues or interests determined by the Mayor to conflict with the interests of the City, except as set forth in this paragraph (d). The Mayor shall notify the Contractor of this determination within a reasonable time, not to exceed 10 working days from receipt of the notice from the Contractor. The Contractor shall not

therefore accept any such proposed representation, unless the City's consent is obtained, provided, however that such consent shall not be unreasonably withheld. In the event that the proposed representation raises a conflict as to some, but not all, issues or interests of the City, the City's consent to the representation may be limited so as to exclude the issues presenting the conflict, and the Contractor shall not thereafter represent the other party as to any issues excluded from the scope of the City's consent.

(e) During the term of this Agreement, the Mayor may determine that a conflict exists between the Contractor's representation of the City, on the one hand, and the Contractor's representation of another previously existing client organization, entity or individual on the other hand, with respect to a particular matter. If the Mayor makes this determination, the Contractor will retain, at the Contractor's expense, a qualified legislative representative approved by the Mayor, to represent the City on the matter which is the source of the conflict.

(f) Pursuant to and in compliance with the City's Conflict of Interest Code for the Intergovernmental Relations Department, the Contractors shall complete and file an annual Statement of Economic Interest (Form 700).

## 7. **Miscellaneous**

(a) Insurance. The Contractor shall obtain and maintain through term of this Agreement a \$1 million combined single-limit policy and worker's compensation insurance required by the laws of the State of California. Evidence of such insurance shall be provided to the Mayor within 30 days of the execution of this Agreement.

(b) Required Reports. The Contractor shall ensure that all reports required of them by any law or regulation of the State of California or its agencies, including but not

limited to the Secretary of State and the Fair Political Practices Commission, shall be accurately, completely and timely filed. If any such report is not filed within 90 days of the date on which the report is due, such failure shall be deemed a material breach of this Agreement that may, at the City's option, result in immediate termination of the Agreement.

(c) Notices. All notices required by this Agreement shall be delivered by first-class mail to the following persons:

For the City: Mayor Jerry Sanders  
City of San Diego  
202 C Street, 11<sup>th</sup> Floor  
San Diego, California 92101

For the Contractor, Patton Boggs, LLP:

Edward Newberry  
Patton Boggs, LLP  
2550 M Street, NW  
Washington, D.C. 20037

(d) Additional Costs. In the event unique circumstances not addressed in this Agreement require extraordinary legislative advocacy or representation of the City's behalf by the Contractor, the Contractor may request a supplemental fee. Such fees are subject to negotiation with the Mayor, and may not be paid, at the option of the City, without prior agreement with and authorization from the Mayor.

(e) Legal and Technical Support. The City will furnish the Contractor, at the City's expense, such legal and technical support services as the City deems reasonably necessary for the Contractors to effectively represent the City. The Contractor shall be responsible for any other support service not paid for by the City.

(f) Governing Laws. This agreement is governed by the laws of the United States and the State of California, and the Contractor shall abide by and conforms to all such laws. Jurisdiction to bring any litigation related to this Agreement shall be brought in the San Diego Superior Court.

(g) Written Agreement Modification. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties to this Agreement, and no other agreement, statement or promise relating to the subject matter of this Agreement shall be valid or binding. Notwithstanding the foregoing, the terms of this Agreement may hereafter be modified at any time by a writing signed by all parties to the Agreement.

(h) Independent Contractor. The City shall not be liable for any act or acts of the Contractor and nothing contained herein shall be construed as creating the relationship of employer and employees, or principal and agents, between the parties. The Contractor shall at all times be deemed to be an independent contractor, and the provisions of this Agreement referring to direction from the Mayor shall be construed as providing for direction as to policy and the result to be obtained, and not as to the means by which the Contractor obtains the result.

(i) Nondiscrimination. The Contractor hereby agree to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act, and all other applicable local, state and federal laws and regulations now in existence or hereinafter enacted, as well as those requirements addressed by the City's Equal Opportunity Policy, Council Policy 300-10. The Contractor understands that failure to comply with the above-cited laws, regulations

and policies and/or falsely submitting information required under such laws, regulations and policies may result in immediate termination of this Agreement and debarment from awards of future City contracts for a period of not less than one nor more than two years. Contractors further agree to comply with Council Policy 100-17, adopted by Resolution No. R-277952, to provide a drug-free workplace.

(j) Audit and Inspection of Records. At any time during normal business hours and as often as the City deems necessary, the Contractor and any or all subcontractors shall make available to the City for examination all of the data and records with respect to all matters covered by this agreement. The Contractor and all subcontractors will permit the City to make audits of all invoices, materials, payrolls, records of personnel, and other data and media relating to all matters covered by this agreement. The Contractor and subcontractors shall maintain such data and records for a period of not less than three years following receipt of final payment under this agreement. If the Contractor does not make all records available within the City/County of San Diego, then the Contractor shall pay all the City's travel related costs to audit the records associated with this agreement at the location where the records are maintained.

IN WITNESS WHEREOF, this Agreement is executed by the City of San Diego, by its Mayor pursuant to City Council Resolution No. \_\_\_\_\_ authorizing said execution, and by the Contractor, Patton Boggs, LLP through their authorized representative.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2007.

THE CITY OF SAN DIEGO

By: \_\_\_\_\_

PATTON BOGGS, LLP

By:   
\_\_\_\_\_  
Ronald J. NEWBERRY

Approved as to form and legality, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

MICHAEL AGUIRRE, City Attorney

By: \_\_\_\_\_